

**STATEMENT OF UNDERSTANDING – THE ARMY NATIONAL GUARD (ARNG) MONTGOMERY GI BILL
KICKER PROGRAM (10 USC 16131)**

For use of this form, see AR 135-7; the proponent agency is ODCSPER

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Title 10, USC, chapter 1606, title 5, USC and section 552a.
PRINCIPAL PURPOSE: To explain obligation and eligibility requirements for entitlement under the Selected Reserve Montgomery GI Bill (MGIB-SR) (10 USC 16131) and to ensure that your understanding of these conditions is a matter of record.
ROUTINE USES: To record your eligibility, prescribe your entitlement, and provide you with the contract terms of the MGIB-SR Kicker.
DISCLOSURE: Disclosure of your SSN is voluntary. If you do not complete this form you cannot participate in the MGIB-SR Kicker Program.

SECTION I - APPLICABILITY

All eligible persons, who enlist, or extend in the Army National Guard for the MGIB-SR Kicker Program will complete immediately upon swearing to or affirming the oath of enlistment, reenlistment or extension. This statement of understanding will be completed by enlisting, reenlisting or extending for the MGIB-SR Kicker Program.

SECTION II - INSTRUCTIONS

The service representative will read and explain the MGIB-SR Kicker requirements outlined on this form and staple a copy of this form (initialed, signed and dated) to each copy of the DD Form 4/1 and 4/2.

SECTION III - ACKNOWLEDGMENT

1. In connection with my enlistment, reenlistment or extension in the Army National Guard for entitlement to the MGIB-SR Kicker, I hereby acknowledge eligibility by my initials and signature that I meet the following eligibility criteria:
- a. I am a non-prior service enlistee enlisting into an ARNG unit for a minimum of 6 years; _____(initials); and I am in Category I-III A on the Armed Services Vocational Aptitude Battery (ASVAB) (a score of 50 or higher); _____(initials); OR
 - b. I am an ARNG soldier who has served three or more consecutive years in the ARNG and I am reenlisting or extending my current Enlistment to serve a period of not less than six years in the ARNG as of the date for this contract; _____(initials); and-
 - (1) I am in skill level 1 or 2 (in grade of sergeant or below); _____(initials); and-
 - (2) I hold the PMOS of the position I am reenlisting or extending for; _____(initials); OR
 - c. I am a prior service soldier enlisting or reenlisting directly from the Active Army in an eligible Kicker unit or MOS for a minimum of 6 years _____(initials); and-
 - (1) I am in skill level 1 or 2 (in grade of sergeant or below) _____(initials); and-
 - (2) I hold the PMOS of the position I am reenlisting or extending for _____(initials).
2. Incentive entitlement is based on-(Applicant will initial either a or b)
- a. Assignment to a high-priority unit _____(unit name & UIC) authorized by HQDA for the MGIB-SR Kicker _____(initials).
 - b. Assignment to a unit (not high-priority) _____(unit name & UIC) authorized by HQDA for the MGIB-SR Kicker in a MOS _____ that is authorized by HQDA for the MGIB-SR Kicker _____(initials).
3. I am a secondary school diploma graduate or equivalent, or I am currently attending high school and expect to graduate before I enter the second phase of initial active duty for training (IADT) under the split-training option _____(initials).
4. I understand that I must complete or have completed IADT to be eligible for MGIB-SR Kicker benefits _____(initials).
5. I understand that I must be eligible for MGIB, Chapter 1606 basic benefits or Chapter 30, MGIB basic benefits to become eligible for MGIB Kicker benefits _____(initials).

SECTION IV - OBLIGATION

1. I am enlisting, reenlisting or extending to serve 6 years in the ARNG in a unit or MOS authorized by HQDA unless excused for the convenience of the Government; to include, normal career progression _____(initials).
2. I agree to participate satisfactorily in the ARNG according to the conditions prescribed for the MGIB-SR Kicker Program _____(initials).

SECTION V - ENTITLEMENT

1. I am entitled to the MGIB-SR Kicker Program in the amount of \$_____ per month for each month of basic MGIB-SR, Chapter 1606 or Chapter 30 eligibility remaining for full time enrollment to a maximum of 36 academic months. The DVA will adjust this amount and the number of months for less than full-time pursuit of qualifying educational programs _____(initials).

2. I understand all incentive payments are subject to Federal and State income tax withholdings _____(initials).

3. I understand that my unit commander or the commander's direct representative will initiate procedures to document my eligibility for MGIB-SR, Chapter 1606 benefits and Kicker benefits. I further understand I cannot receive any portion of the MGIB-SR Kicker until I have received my secondary school diploma or authorized equivalent, completed initial active duty for training, and have been awarded as primary military occupational specialty (MOS) the MOS required for my qualifying position. I must also complete a Notice of Basic Eligibility (NOBE) if previously not eligible for MGIB-SR, Chapter 1606 benefits _____(initials).

4. I understand that I will retain MGIB-SR Kicker benefits if promoted within the specialty or skill career progression path that provided MGIB-SR Kicker eligibility.

5. If I voluntarily or involuntarily transfer within or between units of the ARNG or USAR, including the IRR, due to unit transition as described in AR 135-7, paragraph 1-14.1, or upon completion of my six year Kicker obligation, and have not used the maximum 36 academic months of basic MGIB-SR benefits, I will continue to receive Kicker benefits until basic MGIB-SR are exhausted.

SECTION VI - SUSPENSION

I understand that under certain conditions listed below I can be suspended on a one-time basis for a specific period from the Kicker Program rather than being terminated. Suspensions are limited to the following conditions:

a. Temporary overseas residence, missionary obligation, or overseas employment obligation for 3 years or less. Also transfer to the Inactive National Guard or Individual Ready Reserve for personnel reasons for up to 1 year. Reinstatement to resume Kicker eligibility, when authorized, requires extending my term of service equal to a period that, in combination with time already served, will equal six years.

b. If I voluntarily request reassignment to a new position for any other reason, my MGIB-SR Kicker benefits will be suspended for up to one year. When non-PMOS qualification occurs due to reasons above, I must become PMOS qualified within 24 months to continue receipt of Kicker benefits or benefits will be terminated and recouped.

c. I enter a period of service where favorable personnel actions on my behalf are suspended (SFPA or FLAG), entitlement to subsequent MGIB-SR Kicker payments will also be suspended. If otherwise eligible, I will be entitled to receive MGIB-SR Kicker payments (section V) when the suspension has been favorably lifted. Reinstatement to resume full Kicker eligibility requires that I extend my term of service for the period of suspension favorable personnel actions (FLAG) in combination with service already Served to equal six years.

d. MGIB-SR Kicker benefits suspended after the 6-year obligation is served will be restored upon reaffiliation in the SELRES in any position or unit of any component as long as I am entitled to MGIB-SR basic benefits.

e. I become an Unsatisfactory Participant (9 or more unexcused absences within a one year period, or 1 or more days of unauthorized absence from Annual Training per AR 135-91) my Kicker benefits and basic MGIB-SR benefits will be suspended.

f. If I transfer to the USAR Control Group (ROTC) for the purposes of accepting an Army ROTC scholarship under Title 10, U.S. Code, section 2107, my Kicker benefits are suspended. I must reaffiliate in a Kicker eligible unit/MOS (ARNG) within one year of the end of the ROTC scholarship to maintain eligibility. However, soldiers who were previously eligible for MGIB basic benefits and who become recipients of Guaranteed Reserve Forces Duty Scholarships per 10 USC 2107a, are eligible to continue to receive Kicker benefits.

g. If I become an Active Guard Reserve soldier (Title 10 or 32); or a military technician (including temporary technician for more than 179 days, and indefinite technician) when membership is a condition of employment, my Kicker benefits are suspended effective on the date of employment. I have one year to re-affiliate with an eligible unit/MOS to retain eligibility.

SECTION VII - TERMINATION

My MGIB-SR Kicker incentive will be terminated should any of the following conditions occur before the fulfillment of my enlistment agreement and obligation:

a. If I fail to participate satisfactorily, my eligibility for the MGIB-SR Kicker (as well as my basic MGIB (Chapter 1606 only)) will be suspended pending a final determination per AR 135-91. If I am declared an unsatisfactory participant per AR 135-91, my eligibility for the MGIB-SR Kicker (as well as my basic MGIB (Chapter 1606 only)) will terminate effective on the date of my suspension, with recoupment action.

b. If I fail to return to an active unit status in a qualifying unit within the authorized period of non-availability, my Kicker benefits will terminate with recoupment action.

c. If I fail to extend my ARNG contracted term of service to compensate for a period of suspension due to unfavorable personnel actions my Kicker benefits will terminate on the date of suspension with recoupment action.

d. If I fail to extend my ARNG contracted term of service to compensate for a period of authorized non-availability my Kicker benefits will terminate with recoupment action.

e. If I do not complete 6 years in the ARNG unit or MOS designated for Kicker eligibility under the terms of the initial contract, my Kicker benefits will terminate with recoupment action.

f. If I refuse to accept another position (unit or MOS) in the ARNG that was offered and within a reasonable commuting distance of the soldier residence my Kicker benefits will be terminated with recoupment.

g. If I voluntarily enter on extended active duty in the Active Army, or if I enlist or accept an appointment in a Regular component or another Reserve component for continued service in the SELRES, my Kicker benefits will terminate with recoupment.

h. If I am discharged, transferred, or reassigned from the ARNG for one or more of the following reasons, my MGIB-SR Kicker benefits (as well as my basic MGIB (Chapter 1606) will terminate without recoupment:

(1) If I enter the second phase of alternate (split) training without proof of qualification as a secondary school diploma graduate or authorized equivalent.

(2) If I fail to meet qualifications for membership in the ARNG under law or regulations, to include medical fitness standards.

(3) If I become eligible for separation pay.

(4) If I am already commuting outside the reasonable commuting distance IAW AR 135-91 and I refuse to accept another position in the SELRES that was located at or in close proximity to the unit I had been affiliated with and the position did not require a reduction in grade, my Kicker benefits will terminate.

i. If I am involuntarily reclassified from a Kicker position to a non-critical unit through unit transition (AR 135-7, para 1-14.1), to another position at the convenience of the government, I must become PMOS qualified within 24 months to continue receipt of Kicker benefits or my Kicker benefits will be terminated.

j. If I fail to become qualified for and have awarded as PMOS the MOS required for position, within 24 months following an Involuntary reassignment or unit transition (from the USAR to the ARNG) to an authorized MOS other than that for which I Contracted, my Kicker benefits will terminate without recoupment.

k. When all 36 months of MGIB-SR basic benefits are used, my Kicker benefits are exhausted.

l. Upon reaching the 10-year delimiting date, my Kicker benefits are terminated. If I qualify for an exception to receive benefits beyond the 10-year delimiting period, I must correspond directly with the DVA.

m. If I accept an appointment as a commissioned officer or warrant officer with consecutive assignment to the ARNG, my Kicker benefits will terminate without recoupment unless I am reassigned to a unit authorized Kicker benefits.

SECTION VIII – STATEMENT OF UNDERSTANDING

I have read and understand each of the statements above and have had my questions satisfactorily answered. I understand the statements above are intended to constitute all promise and agreements, whatsoever, concerning my enlistment for MGIB-SR Kicker benefits.

DATE SIGNED

APPLICANT'S SIGNATURE

SSN

TYPED OR PRINTED NAME AND RANK

SECTION IX – CERTIFICATION BY SERVICE REPRESENTATION

I certified that I have witnessed the reading and signing of the above agreement and the signature appearing above is that of the applicant. I have verified the applicant meets the eligibility requirements of AR 135-7, and the applicant's unit of assignment or MOS is currently eligible, per HQDA annual policy guidance, for the MGIB-SR Kicker. No other promises were made to the applicant as a condition of entitlement to the MGIB-SR Kicker under the Sel Res Incentive Program. I have provided the applicant with a copy of this form.

DATE SIGNED

SIGNATURE OF SERVICE REPRESENTATIVE

TITLE

TYPED OR PRINTED NAME AND RANK